

Council/Agency Meeting Held: _____		City Clerk's Signature _____
Deferred/Continued to: _____		
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied		
Council Meeting Date:	6/16/2008	Department ID Number: ED 08-24

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: PAUL EMERY, INTERIM CITY ADMINISTRATOR

PREPARED BY: JIM B. ENGLE, DIRECTOR OF COMMUNITY SERVICES

STANLEY SMALEWITZ, DIRECTOR OF ECONOMIC DEVELOPMENT

SUBJECT: APPROVE MEMORANDUM OF TERMINATION FOR PAY N' PLAY RACQUETBALL FACILITY LEASE AGREEMENT

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: A Memorandum of Termination of Agreement for Pay N' Play racquetball facility in Worthy Park Community Park No. 845 is presented to City Council for approval.

Funding Source: Not applicable.

Recommended Action: Motion to:

1. Authorize the Mayor and City Clerk to execute the Memorandum of Termination of Agreement regarding Huntington Beach Community Park No. 845 and;
2. Direct the City Clerk to record same.

Alternative Action(s): Do not execute Memorandum of Termination of Agreement regarding Huntington Beach Community Park No. 845.

Analysis:

Jack McCauley, the current operator of the Pay N' Play racquetball facility in Worthy Park, has requested termination of the lease agreement and the assignment of the ground lease. The city originally entered into a lease agreement in 1983 with Charles Hohl. This ground lease was for a thirty-four year term with two ten-year options to renew. Subsequently, in April 1987, the lease was assigned to E. O. Rodeffer and then assigned to Jack McCauley in 1995. Since that time, Mr. McCauley has been operating the facility.

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Over the last several years, the Pay N' Play racquetball concept has become functionally obsolete and is not as popular as it was in the 1980's. The facility is currently underutilized and generates only a nominal income to the lessee, as well as to the city. Additionally, the facility is suffering from storm damage to the roof and it is not economically feasible for the lessee to rehabilitate the facility in light of the decreasing business over the last few years. The city had the value of the remaining lease professionally evaluated. Due to the long term of the land lease, it was valued at \$100,000.

As a result of negotiations, the lessee has agreed to terminate the lease at no charge to the city, but the city will have the obligation to raze the building. The estimated cost is approximately \$20,000 - \$30,000. In the interim, the building will be locked and staff will maintain the exterior of building for esthetic purposes.

Staff has programmed funds for the upcoming fiscal year to provide a modular restroom at Worthy Park to take the place of the one lost in the closed racquetball facility. Staff will include as part of that project, the demolition of the Pay N' Play building and the addition of grass and irrigation on the remainder of the site.

Community Services staff has begun exploring potential options for the reuse of the Pay N' Play racquetball facility. Such options include the possible relocation of the Huntington Beach High School skate park and the installation of a permanent restroom facility. The area where the facility is located is approximately 9,800 square feet which is sufficient to allow for development of a skate park. Additionally, the Pay N' Play site is currently equipped with utilities which would eliminate the costs of needing to run new services to an alternate location.

City staff has determined that the termination of the Pay N' Play racquetball facility lease would better serve present-day recreational activities and current community needs. Staff recommends that the City Council approve this action.

Strategic Plan Goal: L-1 Establish the vision and create a land use plan for reuse of critical parcels so that the next phase of the community investment and improvement can begin.

Environmental Status: Not applicable.

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	Memorandum of Termination of Agreement regarding Huntington Beach Community Park No. 845.
12	2.	Lease Agreement dated May 16, 1983.
31	3.	Assignment of Lease dated 12/31/86 – Recorded 4/24/87.
40	4.	Assignment of Ground Lease dated 1/18/95 – Recorded 3/3/95.

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48	5.	Memorandum of Lease dated 1/18/95 – Recorded March 3, 1995.
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ATTACHMENT #1

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OFFICIAL BUSINESS
Document entitled to free
recording per Government Code
Sections 6103 and 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Huntington Beach
2000 Main Street
Huntington Beach, California 92648
Attn: City Clerk

Space Above This Line For Recorder's Use

**MEMORANDUM OF TERMINATION
OF AGREEMENT REGARDING
HUNTINGTON BEACH
COMMUNITY PARK No. 845**

This Memorandum of Termination of Agreement ("Memorandum") regarding Huntington Beach Community Park No. 845 is entered into as of _____, 2008 by and between the CITY OF HUNTINGTON BEACH, a charter city ("City"), and JACK MCCAULEY, a sole proprietorship, ("Participant").

RECITALS

- A. Participant is the lessee of certain real property located in the City of Huntington Beach, California (the "Site"). The Site is depicted on Exhibit A and more particularly described on Exhibit B, both of which exhibits are attached hereto and incorporated herein by reference.
- B. The City and Participant's predecessor-in-interest to the Site, Charles Hohl, entered into that certain agreement entitled "Lease Agreement between the City of Huntington Beach and Charles Hohl" dated as of May 16, 1983. The interest in said agreement was assigned to E.O. Rodeffer and recorded on April 24, 1987 as Document No. 87-225574 ("Assignment I Lease Agreement"). Assignment I Lease Agreement is hereby incorporated by reference. Reference herein to the Assignment I Lease Agreement shall include any and all exhibits and/or attachments thereto. The interest in Assignment I Lease Agreement was again assigned to Jack McCauley and recorded on March 3, 1995 as Document No. 95-0087446 ("Assignment II Lease Agreement"). Assignment II Lease Agreement is hereby incorporated by reference. Reference herein to the Assignment II Lease Agreement shall include any and all exhibits and/or attachments thereto, (together

the Lease and any amendments and assignments shall herein be referred to as "Existing Lease Agreement").

- C. The City and Participant desire to enter into and record this Memorandum of Termination to restore all interest in the property to the City and clarify title to the property.

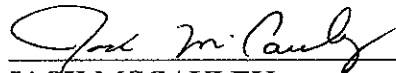
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

MEMORANDUM

The parties hereto agree that as of _____ 2008, the Existing Lease Agreement is automatically terminated, canceled and voided in its entirety and covenants, terms and conditions set forth in the Existing Lease Agreement, except those covenants, terms and conditions that survive termination, shall be forever relinquished, released and discharged without need of further act or document.

IN WITNESS WHEREOF, the parties to this Memorandum have caused this instrument to be duly executed as of the date first above written.

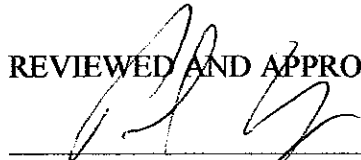
PARTICIPANT,



JACK MCCAULEY, a sole proprietorship

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

REVIEWED AND APPROVED:



City Administrator

Mayor

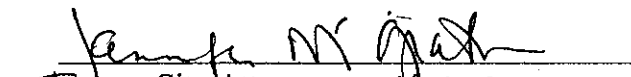
City Clerk

INITIATED AND APPROVED:



Director of Economic Development

APPROVED AS TO FORM:


City Attorney
3.13.08
MV-3-13-08

ACKNOWLEDGMENT

State of California

County of Orange

On April 7, 2008 before me, Kevin R. Gore
(here insert name and title of the officer)

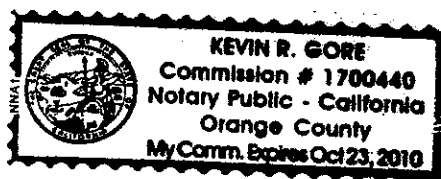
personally appeared Jack McCauley

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is are subscribed to the within instrument and acknowledged to me that he~~she/they~~ executed the same in his~~her/their~~ authorized capacity~~(ies)~~ and that by his~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity on behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kevin R. Gore



(Seal)

.....

OPTIONAL INFORMATION

Description or Title of the Attached Document:

Memorandum of Termination

Number of Pages: 2 Document Date: u/l/t

Capacity Claimed by Signer(s):

- ☒ Individual(s)
- ☐ Corporate Officer(s): _____
- ☐ Trustee(s)
- ☐ Attorney-in-Fact
- ☐ Partner(s)
- ☐ Other: _____

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EXHIBIT A
MAP OF SITE

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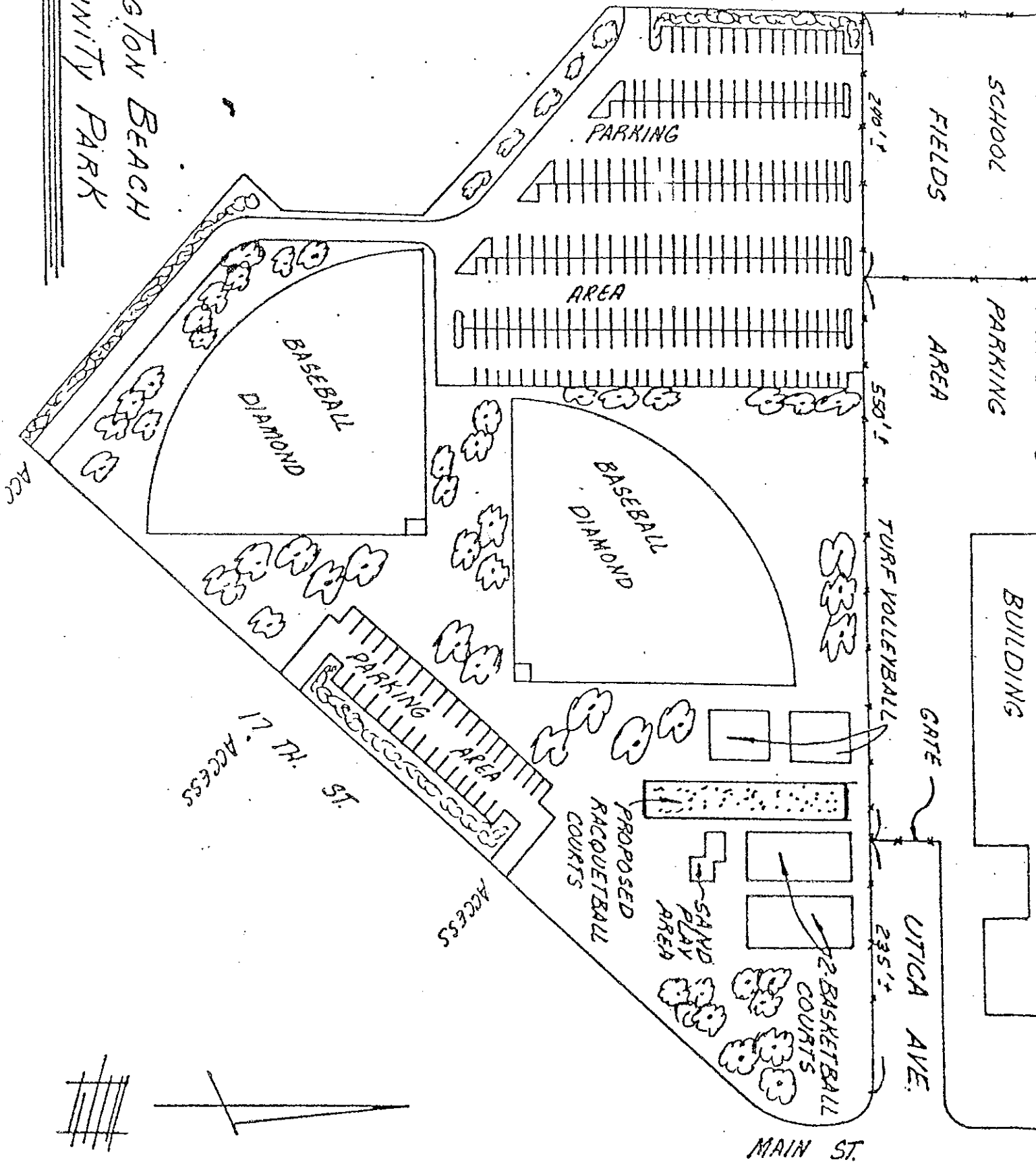


EXHIBIT B
LEGAL DESCRIPTION OF SITE

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EXHIBIT "B"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 40, PAGE 40 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF MAIN STREET AND UTICA AVENUE AS PER MAP OF TRACT NO. 51 FILED FOR RECORD IN BOOK 9, PAGE 49 OF MISCELLANEOUS MAPS OF SAID COUNTY, SAID INTERSECTION BEING MARKED BY A PUNCHED SPIKE AND WASHER; THENCE DUE WEST, 340.20 FEET; THENCE SOUTH 0° 01' 30" WEST 49.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING;

1. SOUTH 00° 01' 30" WEST, 213.17 FEET; THENCE
2. NORTH 89° 58' 30" WEST, 47.00 FEET; THENCE
3. NORTH 00° 01' 30" EAST; 213.17 FEET; THENCE
4. SOUTH 89° 58' 30" EAST; 47.00 FEET TO THE TRUE POINT OF BEGINNING.

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ATTACHMENT #2

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LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 1983, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as "CITY," and CHARLES L. HOHL, doing business as HUNTINGTON BEACH PAY N PLAY ASSOCIATES, (a general partnership between Charles L. Hohl and E. O. Rodeffer) hereinafter referred to as "TENANT."

RECITALS

WHEREAS, TENANT wishes to lease that certain real property located in the County of Orange, State of California, which is a portion of that real property commonly known as Huntington Beach Community Park No. 845, bordered by Utica Avenue, Main and Seventeenth Streets, owned by the CITY, depicted on Exhibit "A"; and

WHEREAS, CITY desires a racquetball facility at such location; and

WHEREAS, TENANT wishes to construct and operate for a term of thirty-four (34) years, plus two (2) consecutive ten (10) year ~~options at its choice under the same lease terms, such a~~ racquetball facility,

NOW, THEREFORE, CITY hereby leases to TENANT, and TENANT hereby leases from CITY, on the terms and conditions set forth below, the above-described real property.

1. THE FACILITY: The facility shall consist of ten (10) indoor racquetball courts and restrooms constructed according to plans and specifications to be approved by CITY. The facility shall be constructed and operated by TENANT at no expense to CITY, and shall be designed to promote the health and recreational enjoyment of the residents of the City of Huntington Beach, provide inexpensive public recreation, provide CITY with a reasonable income from revenues derived from the use of the facility. The racquetball facility and all improvements mentioned herein shall become the property of CITY upon termination of this lease, or sooner, as provided below.

2. TERM: This lease shall be for an initial term of thirty-four (34) years, beginning on execution hereof, and unless sooner terminated as hereinafter provided, expiring on August 1, 2017, with an option to TENANT to extend this lease for two (2) consecutive ten (10) year terms under the same terms and conditions herein.

3. MINIMUM RENT: TENANT shall pay to CITY as minimum monthly rent during the initial term hereof, the sum of:

Year One	- the sum of five hundred dollars (\$500)	83-84
Year Two	- the sum of six hundred sixty-six dollars (\$666)	84-85
Year Three	- the sum of eight hundred thirty-three dollars (\$833)	85-86
Year Four	- the sum of one thousand dollars (\$1,000)	86-87
Year Five	- the sum of one thousand dollars (\$1,000)	87-88

The rent shall be paid in advance on or before the first day of each calendar month.

4. ADDITIONAL RENT:

A. Commencing with the fifth year of the term hereof and in each year thereafter, the annual rent shall be increased by an amount equal to eight percent (8%) of the tenants gross receipts for each such year which receipts are in excess of the amount of such receipts for the previous year. Such increased rents shall be in addition to the minimum rent which shall not be reduced during the term hereof irrespective of the amount of the tenants gross receipts.

B. As additional rent, TENANT agrees to provide court space at no charge to Huntington Beach School District students for conducting registered physical education racquetball classes during regular school days and hours. Classes will be taught by a qualified instructor on the Huntington Beach School District faculty. TENANT will provide up to seven (7) courts during regular school days and hours from 7:30 a.m. to 12:30 p.m. No courts will be available to Huntington Beach School District students on non-school days, nor after 12:30 p.m. Any abuse of the program mentioned in this paragraph may result in its being discontinued at TENANT'S option for good cause. Estimated value of this additional rent is \$875.00 per week, which will be credited against CITY use of Huntington Beach Union High School District athletic facilities.

C. As further additional rent, if and when the racquetball center is sold by TENANT, the initial cost of the racquetball center will first be subtracted from the sale price

and the remainder will be treated as profit for which the CITY will be paid ten percent (10%) of such profit.

5. CONSTRUCTION:

A. TENANT shall prepare, at TENANT'S expense, all plans and specifications relating to the construction of the racquetball facility and any other improvements to be made on the premises, excluding landscaping.

B. TENANT shall obtain CITY'S written approval for such plans and specifications mentioned above, prior to the commencement of any construction pursuant hereto.

C. TENANT shall further provide CITY with audited financial statements and/or other financial evidence as may be reasonably required by CITY to establish that TENANT will have adequate funding and financial resources, including reasonable contingency reserves, for the construction and operation of the said racquetball facility.

D. TENANT shall pay costs of construction of any and all improvements, including, but not limited to, the cost of all plans, specifications, insurance, bonds, labor and materials. Additionally, any and all contracts entered into by TENANT relating to the racquetball facility or any other improvements hereunder, shall contain the following clause:

"This agreement shall in no way bind the City of Huntington Beach, its officers, agents or employees, and under no circumstances shall the City of Huntington Beach or any of its

officers, agents or employees be obligated for any costs or expenses whatsoever under this agreement, or which are in any manner connected with the subject matter of this agreement."

E. TENANT shall at all times hereunder keep the premises, including the interest of TENANT under this lease, free and clear of any and all mechanic's liens, and further agrees to defend and indemnify CITY on any claim or action brought pursuant to such lien.

F. No construction hereunder shall be commenced until CITY has been provided with written confirmation that the requirements of subparagraphs A, B, C and D of this paragraph have been satisfied by TENANT.

G. CITY agrees that TENANT shall be entitled to place a CITY-approved sign on at least one major public road, street or highway, to advertise the existence and location of the PAY N PLAY RACQUETBALL CENTER. Such sign shall comply with the applicable provisions of the Huntington Beach Municipal Code, and the costs connected with such sign shall be paid by TENANT.

H. TENANT shall cause construction of the facility hereunder to be commenced within ninety (90) days, and diligently ~~complete such construction. TENANT covenants that the racquet-~~ ball facility shall be completed not later than nine (9) months from the commencement of the term hereof, except where delay is caused by acts of God, shortage or unavailability of necessary

materials, supplies or reasonable substitutes thereof, or other conditions which are beyond the control of TENANT.

6. TREE REIMBURSEMENT: TENANT agrees to reimburse CITY for all costs in planting no more than ten (10) trees adjacent to the racquetball center.

7. SECURITY OF PREMISES: TENANT shall provide at its sole cost security of the facility to the express satisfaction of CITY.

8. APPROVAL OF CONDITION OF PREMISES: TENANT hereby acknowledges that he has inspected the demised premises prior to the execution of this lease, and hereby approves of its condition.

9. ALTERATIONS: Following construction of the racquetball facility as provided in paragraph 6, TENANT shall not make any alterations to the premises without CITY'S prior written consent; provided, however, that TENANT is authorized to make minor, nonstructural alterations without such consent. All improvements and alterations made hereunder shall remain a part of the real property and be surrendered with the premises upon expiration or termination of this lease.

10. MAINTENANCE: TENANT, at its expense, shall keep and maintain the demised premises, its appurtenances, and every part thereof in good and sanitary order, condition, and repair, subject to normal wear and tear, except for all landscaping on the premises which shall be maintained by CITY at no cost to TENANT.

11. PROPERTY TAXES: TENANT shall pay, before delinquency, all real and/or personal property taxes, general and/or special assessments levied and assessed against the improvements only, and all taxes, assessments, license fees and other charges that are levied and assessed against TENANT'S personal property installed or located in or on the premises during the term of this lease. On demand by CITY, TENANT shall furnish CITY with evidence of such payments.

12. UTILITIES: TENANT shall pay for all utilities, including but not limited to, water, gas, heat, light, power, telephone service, and all other services and utilities including meters supplied by CITY and utility companies supplied by CITY to the demised premises. CITY provided services shall be granted to TENANT at the same rates as any other user of such services in the area of the leased property.

13. INSURANCE AND HOLD HARMLESS: Except as provided below, TENANT shall comply with the requirements set forth in City of Huntington Beach Resolution No. 4337 including the hold harmless and additional insured provisions therein, a copy of which is attached hereto as Exhibit "B". Such compliance shall be evidenced by TENANT in the form of a certificate of insurance to be provided by CITY.

14. FIRE INSURANCE AND LIABILITY INSURANCE: During the term of this lease and any renewal thereof, and specifically during the period of construction of the racquetball facility, TENANT agrees to maintain in force, at TENANT'S sole cost and

expense, fire insurance with extended coverage, including coverage for damage caused by vandalism and malicious mischief on the racquetball facility and on any and all personal property connected therewith. Such insurance policy shall be issued in the names of both CITY and TENANT as their interests shall appear. Coverage of such insurance shall be equal to at least 80% of the full insurable value. Proceeds of any insurance shall be used for the repair or rebuilding of any damages insured against; provided that if TENANT elects not to make such repairs or reconstruction, the proceeds shall be payable to CITY.

TENANT shall provide, throughout the term of this lease or any extension thereof, public liability and property damage insurance with such companies and in such amounts as may reasonably be required by CITY. The initial policy limits shall be for not less than five hundred thousand dollars (\$500,000) for injury to one person, one million dollars (\$1,000,000) for injuries to more than one person, and property damage limits of not less than three hundred thousand dollars (\$300,000).

15. USE: TENANT shall use the demised premises solely for a public racquetball facility, and for incidental uses reasonably related thereto, including the sale of food and nonalcoholic beverages from vending equipment. TENANT shall at all times ~~operate the racquetball facility in a commercially sound manner~~ and shall employ his best efforts to maximize the gross income. The premises shall, at all times, be used in compliance with all federal, state, county and city laws, ordinances, rules and

regulations. The racquetball facility shall be open to the public (subject to any admission charges and other commercially reasonable and uniformly applied rules) and TENANT shall not discriminate against any person on the basis of race, creed, religion, color, national origin or sex. TENANT shall use the premises so as to cause a minimum of noise and/or other inconvenience to the neighboring residents, and in this regard, TENANT shall cooperate with CITY at all times to implement any reasonable recommendations by CITY with regard to the operations of the racquetball facility.

16. INSPECTION: TENANT shall permit CITY and its agents to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same.

17. DAMAGE OR DESTRUCTION: If during the term of this lease any building or permanent improvement at any time erected on the demised premises shall be partially destroyed by fire or other hazard, contingency, casualty, including but not limited to earthquake, or other cause or risk, including any destruction required by any authorized public authority, and excluding any damage or destruction resulting from TENANT'S act, use or occupation, or if said building or permanent improvements are declared unsafe or unfit for occupation, or if said building or permanent improvements are declared unsafe or unfit for occupancy by any authorized public authority for any reason other than TENANT'S acts, use or occupation, and whether or not such destruction or damage is covered by insurance, this lease will

terminate. Notwithstanding the above, TENANT shall have the option to repair or rebuild the premises, at his own expense, in which event this lease shall not terminate. In the event TENANT elects to so repair or rebuild the premises, the proceeds of any insurance payable as a result of such destruction shall be applied to the cost of reconstruction or repair.

18. TERMINATION BY CITY: In the event of any of the following defaults by TENANT, CITY may, at its option, terminate this lease:

A. The failure of TENANT to pay rent or make any other payment required to be made by the TENANT hereunder, where such failure continues for thirty (30) days after written notice thereof by CITY to TENANT;

B. The failure of TENANT to observe or perform any other provisions of this lease which are to be performed by TENANT, provided that TENANT has not cured such default within thirty (30) days after written notice thereof by CITY to TENANT;

C. Should TENANT file a petition of bankruptcy, or become a party to such a proceeding as the debtor, TENANT shall affirm or reject this lease not later than sixty (60) days from the filing of the petition in bankruptcy or other commencement of the proceedings, and the failure to affirm this lease within such time period shall be deemed a rejection of this lease. In such event, this lease shall automatically terminate, and the premises shall be immediately surrendered to CITY along with all improvements thereon;

D. In the event of a default by TENANT permitting CITY to terminate this lease, CITY, in addition to all other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. Should CITY at any time terminate this lease for any breach, in addition to all other remedies CITY may have, CITY may recover from TENANT all damages it may incur by reason of such breach.

19. TERMINATION BY TENANT: TENANT shall have the option to terminate this lease under the following conditions, upon thirty (30) days written notice to CITY:

A. Upon destruction of the premises and the improvements thereon to an extent that TENANT deems it impractical or inadvisable to repair and reconstruct such destruction and damage. In such event, TENANT shall return the land to its original state prior to construction at TENANT'S sole cost and expense, and proceeds of all insurance on property that would have reverted to CITY at termination of the lease shall be paid to CITY;

B. Upon the condemnation of the leased premises or any part thereof provided that the remaining portion of the premises and improvements thereon are rendered unsuitable for TENANT'S continued use of the premises;

C. At any time during the initial one hundred eighty

(180) days of this lease if: (1) TENANT reasonably determines that he is unable to obtain financing necessary to permit the construction and operation of the proposed racquetball facility, or (2) if TENANT is prevented or reasonably hindered in commencing the construction of the proposed racquetball facility by act of God or the elements, shortage or unavailability of necessary materials, supplies, or labor or reasonable substitutes thereof, or applicable governmental regulations or restrictions.

20. ATTORNEY'S FEES: Should any litigation arise concerning the rights and liabilities of the parties to this lease, the prevailing party shall be entitled to an award of reasonable attorney's fees.

21. ASSIGNMENT: TENANT shall not voluntarily assign or encumber his interest in this lease or in the premises, or sublease all or any part of the premises, allow any other person or entity to occupy or use all or any part of the premises, without first obtaining CITY'S written consent, any of which will not be unreasonably withheld. Consent by CITY to assignment shall release TENANT from liability for continued performance of terms and conditions of this lease. Assignment, encumbrance or sublease without CITY'S consent shall be voidable and at CITY'S election shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

22. WAIVER OF BREACH: The waiver by CITY or TENANT of any breach of the other party of any term, covenant, or condition

contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

23. HOLDING OVER: If TENANT, with CITY'S consent, express or implied, remains in possession of the premises after expiration or termination of this lease, or any extensions thereof, such possession by TENANT shall be deemed to be month-to-month tenancy terminable on ¹⁸thirty (30) days notice given at any time by either party. All provisions of this lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

24. NOTICES: All notices permitted or required under this lease shall be in writing, and shall be delivered to the applicable party specified below, or at such other address as the respective party may provide in writing for this purpose:

CITY: City of Huntington Beach
Dept. of Community Services
2000 Main Street
Huntington Beach, CA 92648

TENANT: Huntington Beach Pay N Play Associates
14731 Golden West Street
Westminster, CA 92683

Such notice shall be deemed made when personally delivered or when mailed, 48 hours after deposit in the United States mail, registered or certified postage prepaid, and addressed to the party as provided above.

25. ENTIRE AGREEMENT: This lease contains the entire agreement of the parties, and supersedes all prior negotiations or understandings whether written or oral. This agreement may only be amended or modified by written agreement executed by both parties.

26. TIME OF ESSENCE: Time is of the essence of each and every provision of this lease.

27. SURRENDER OF PREMISES: On expiration of this lease, TENANT shall surrender to CITY the premises and all improvements thereon whose title shall then vest in CITY, in good condition, reasonable wear and tear excepted. TENANT shall remove its personal property within a reasonable time thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by and through their authorized officers the day, month and year first above written.

TENANT:

CHARLES L. HOHL, DBA
HUNTINGTON BEACH PAY N PLAY
ASSOCIATES


Charles L. Hohl, President

CITY OF HUNTINGTON BEACH,
a municipal corporation


Mayor

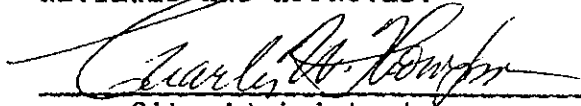
ATTEST:


City Clerk 5/17/83

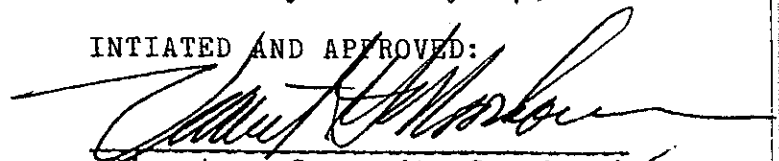
APPROVED AS TO FORM:


City Attorney TE

REVIEWED AND APPROVED:

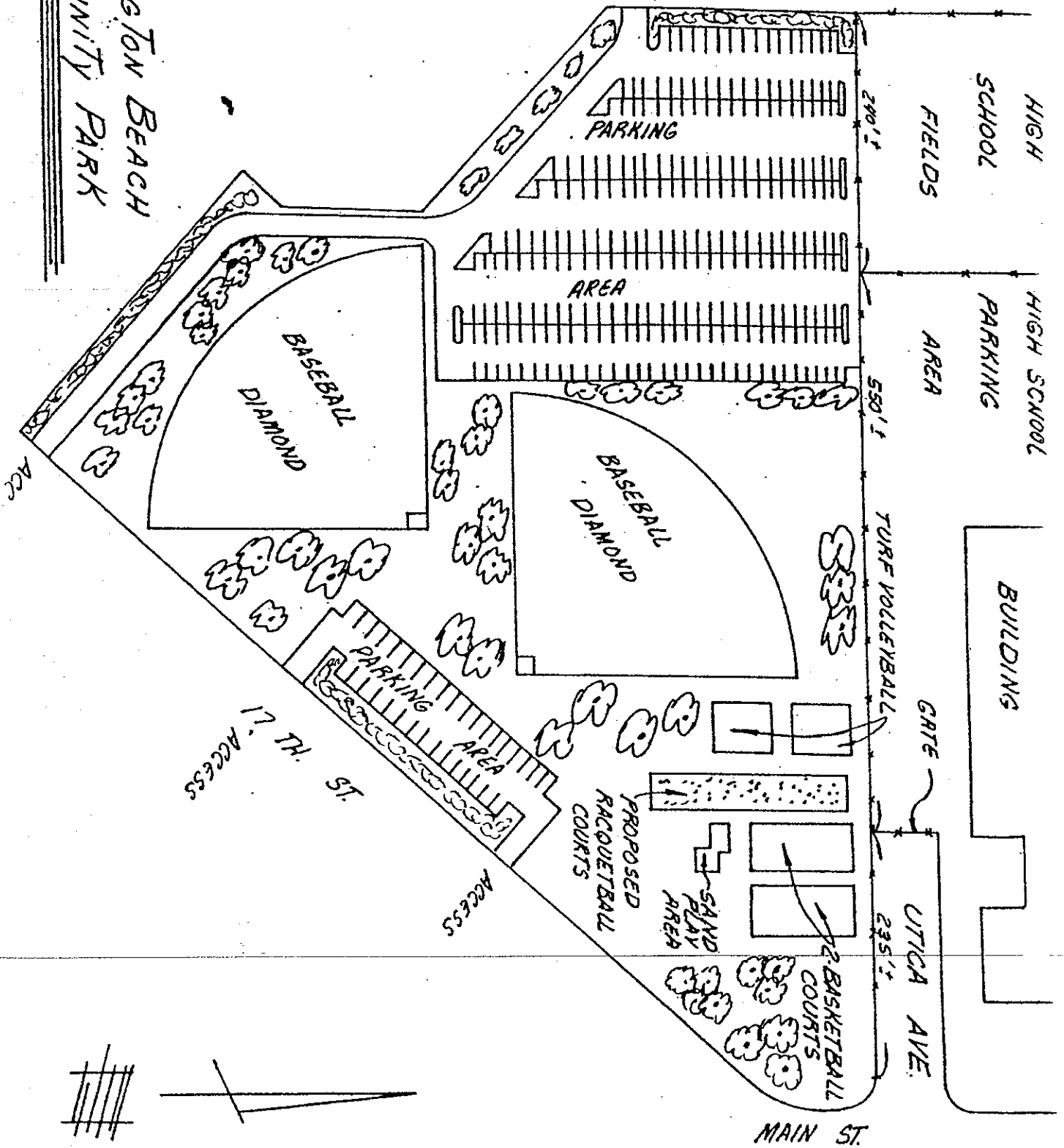

City Administrator

INITIATED AND APPROVED:


Director, Community Services
mbor

TE:kd1
4/19/83

EXHIBIT "A"



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EXHIBIT "B"

RESOLUTION NO. 4337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON BEACH ESTABLISHING A MINIMUM
LIABILITY INSURANCE LIMIT

WHEREAS, there are persons engaged in various activities in the city which subject the city to possible liability for damage to property and injury to persons; and

For the protection of the public health, safety and welfare, the city requires such persons to maintain insurance naming the city additional insured; and

The city desires to establish uniform minimum liability limits for all such persons engaged in said various activities who are required by ordinance, resolution or otherwise to provide such liability insurance,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntington Beach that the minimum liability limits shall be as follows:

1. Combined Single Limit Bodily Injury and/or Property Damage including Products Liability: \$300,000 combined limit per occurrence, except as otherwise provided by ordinance or contract.

2. Additional Insured Endorsement: The insured agrees that the City of Huntington Beach City Council, and/or all City Council appointed groups, committees, commissions, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City of Huntington Beach when acting as such, are additional assureds hereunder.

3. Any person engaging in any activity determined by ordinance, resolution or the City Administrator to subject the city to a possibility of liability shall provide the city with a certificate of insurance containing the additional insured endorsement and the hold harmless agreement.

4. Hold Harmless Agreement: The insured agrees to protect, defend, indemnify and save harmless the City of Huntington Beach against loss, damage or expense by reason of any suits, claims, demands, judgments and causes of action caused by insured, his employees, agents or any subcontractor, arising out of or in consequence of the performance of all or any operations covered by the certificate of insurance, and such insurance shall be primary to any insurance of the city.

Resolution No. 4013 and all other resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at an adjourned regular meeting thereof held on the 6th day of October, 1976.

ATTEST:

Alicia M. Hexton
City Clerk

Harold R. Warden
Mayor

APPROVED AS TO CONTENT:

Richard A. Hauler
Acting City Administrator

APPROVED AS TO FORM:

William S. O'Neil
for City Attorney

APPROVED, INITIATING DEPARTMENT:

Warren G. Hall
City Treasurer
City of Huntington Beach, Calif.

NO FISCAL IMPACT X
FISCAL IMPACT -- BUDGETED _____
FISCAL IMPACT -- NOT BUDGETED _____
REQUIRES FINANCIAL IMPACT REPORT _____

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, ALICIA M. WENTWORTH, the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of more than a majority of all the members of said City Council at a regular adjourned meeting thereof held on the 6th day of October, 1976, by the following vote:

AYES: Councilmen:

Bartlett, Coen, Gibbs, Siebert, Shenkman, Wieder

NOES: Councilmen:

None

ABSENT: Councilmen:

Pattinson

Alicia M. Wentworth

City Clerk and ex-officio Clerk
of the City Council of the City
of Huntington Beach, California

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E10 . 31

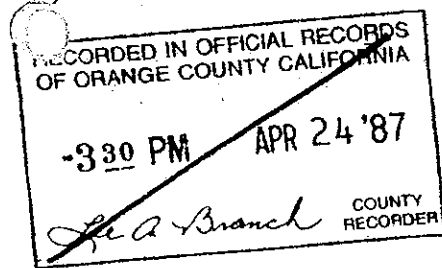
ATTACHMENT #3

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document not
recorded - See
City ATTY
Memo.



87-225574



Recording Requested by and
When Recorded Return to:

OFFICE OF THE CITY CLERK
2000 MAIN STREET
HUNTINGTON BEACH, CAL 92648

This document is solely for the
official business of the City
of ~~Huntington Beach~~, as contem-
plated under Government Code
Sec. 6103 and should be recorded
free of charge.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE, dated this 31st day
of December, 1986, by and among THE CITY OF
HUNTINGTON BEACH, a municipal corporation (the "Lessor"),
HUNTINGTON BEACH PAY N PLAY ASSOCIATES, a California
general partnership, and PAY N PLAY RACQUETBALL OF AMERICA
ASSOCIATES, a California limited partnership, (the
"Assignee").

RECITALS

- A. On May 16, 1983, Lessor and Assignor entered into a Lease Agreement (the "Lease") wherein Lessor demised to Assignor a certain portion of the parcel of real property situated in the City of Huntington Beach, County of Orange, State of California, legally described on Exhibit A attached hereto. The leased premises (the "Leased Premises") are more fully described and delineated in the Lease which is hereby incorporated by reference as though fully set forth herein.
- B. Lessor currently holds the fee title to the Leased Premises and consequently the Lessor's interest in the Lease.
- C. Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Leased Premises under the Lease.
- D. Section 13 of the Lease prohibits such assignment without the Lessor's prior written consent.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree and declare as follows:

ASSIGNMENT OF LEASE

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest as tenant under the Lease. This Assignment shall be effective as of the date this Assignment is filed for record (the "Assignment Date").
2. Acceptance of Assignment. Assignee does hereby accept the foregoing Assignment and agrees to assume, perform and be bound by all of the terms, covenants and conditions contained in the Lease on the part of tenant therein to be kept and performed, to all intents and purposes as though Assignee were the original tenant thereunder.
3. Assignor Remains Liable. Nothing contained herein shall be construed as relieving Assignor from liability under the Lease, and Assignor hereby agrees that it shall remain jointly and severally liable, together with Assignee, for the performance of all of the terms, conditions and covenants contained in the Lease.
4. Indemnification of Assignee. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, claims, liabilities, costs and expenses, including but not limited to, attorneys' fees, arising as a result of any act or omission by or on behalf of Assignor from or in connection with the Lease or the Leased Premises, occurring prior to the Assignment Date.
5. Indemnification of Assignor. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all losses, claims, liabilities, costs and expenses, including but not limited to, attorneys' fees, arising as a result of any act or omission by or on behalf of Assignee from or in connection with the Lease on the Leased Premises, occurring on or after the Assignment Date.

IN WITNESS WHEREOF, the parties have executed this document at Orange County, California, as of the date first above written.

HUNTINGTON BEACH PAY N PLAY
ASSOCIATES, a California general
partnership, Assignor

By: Charles Lorne Hohl
Charles Lorne Hohl,
General Partner

By: E. O. Rodger
E. O. Rodger,
General Partner

PAY N PLAY RACQUETBALL OF AMERICA
ASSOCIATES, a California limited
partnership, Assignee

By: PAY N PLAY RACQUETBALL OF
AMERICA, INC.,
a California corporation,
General Partner

By: Charles L. Hohl
Charles L. Hohl, President

CONSENT TO ASSIGNMENT

Lessor does hereby consent to the assignment by Assignor of its interest in the Lease to Assignee and agrees to recognize Assignee as tenant under the Lease for all intents and purposes as though Assignee were the original tenant thereunder. This consent shall not be construed as a waiver of the restrictions contained in the Lease, if any, regarding further assignments or subleases. Effective as of the Assignment Date, all future notices or communications permitted or required under the Lease shall be sent to Assignee as follows:

Pay N Play Racquetball of America Associates
14731 Goldenwest Street
Westminster, CA 92683
Attention: President

with a copy to the attention of the General Counsel at the same address.

CITY OF HUNTINGTON BEACH,
a municipal corporation,
Lessor

By: 

Title: MAYOR

ATTEST:


City Clerk

4/21/87

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

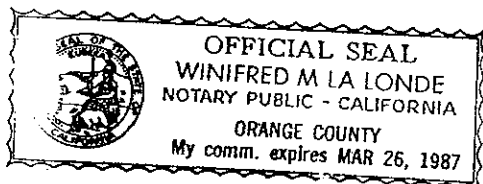
On December 31, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Lorne Holt and E. O. Rodyffer, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of HUNTINGTON BEACH PAY N PLAY ASSOCIATES, a California general partnership, and acknowledged to me that said partnership executed the same.

WITNESS my hand and official seal.

Winifred M. La Londe
Notary Public in and for said State

WINIFRED M. LA LONDE

[Seal]



STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On December 31, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles L. Hall

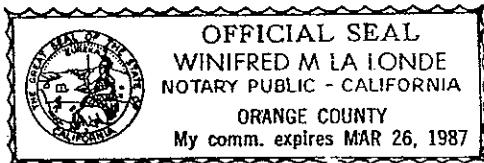
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of PAY N PLAY RACQUETBALL OF AMERICA ASSOCIATES, a California limited partnership, and acknowledged to me that said partnership executed the same.

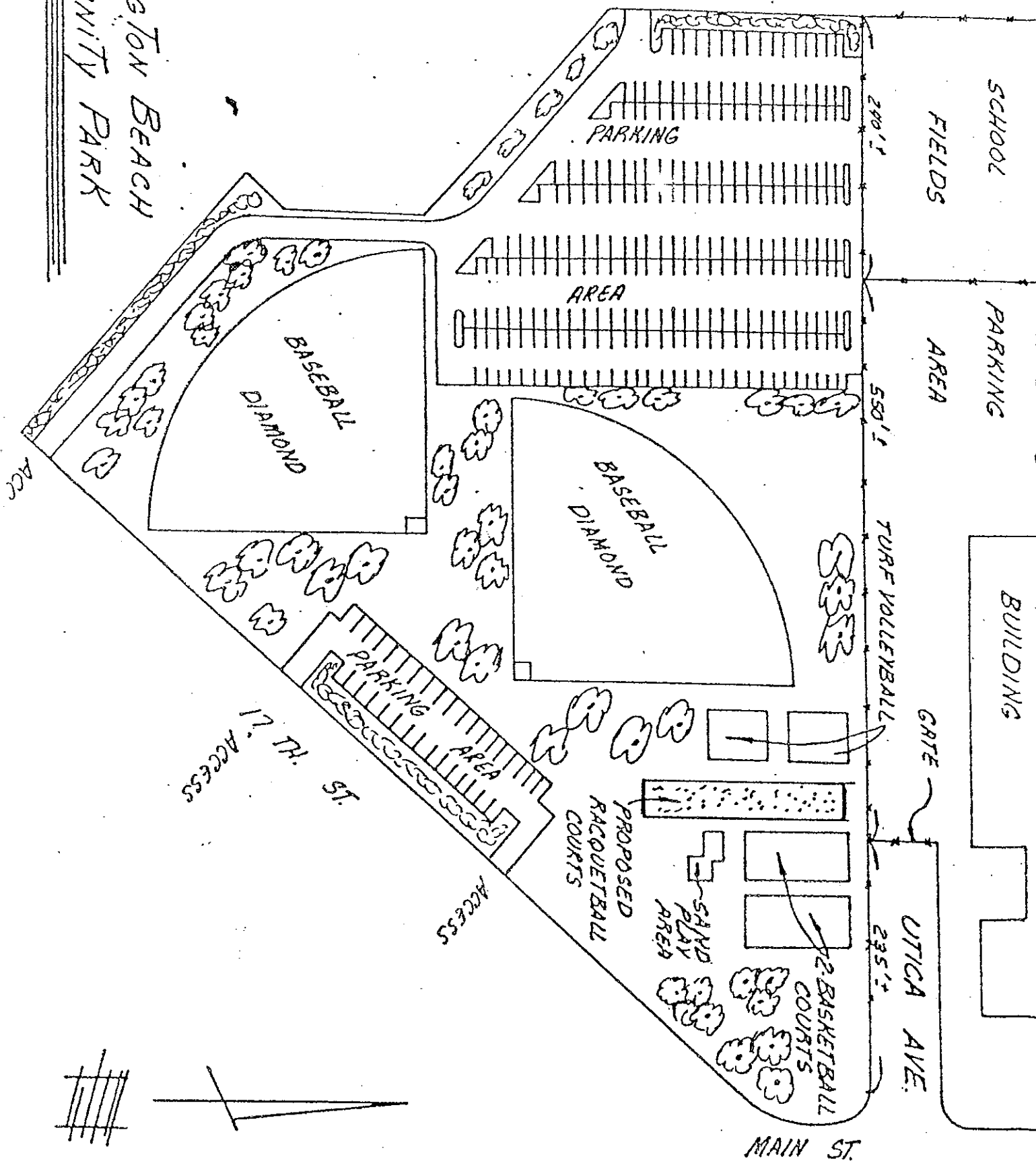
WITNESS my hand and official seal.

Winifred M. LaLonde
Notary Public in and for said State

WINIFRED M. LA LONDE

[Seal]





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CITY OF HUNTINGTON BEACH
INTER-DEPARTMENT COMMUNICATION

To CONNIE BROCKWAY
Deputy City Clerk

From TED ENDRES
Deputy City Attorney

Subject May 6, 1983 Lease

Date May 15, 1987

The City's consent to the assignment of the May 6, 1983
Pay-N-Play lease does not need to be rerecorded.

GAIL HUTTON
City Attorney

By *Ted Endres*
TED ENDRES
Deputy City Attorney

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E10 . 40

ATTACHMENT #4

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Doc # 95-0087446
03-MAR-1995 10:09 AM

WHEN RECORDED MAIL TO:
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Recorded in Official Records
of Orange County, California
Gary L. Granville, Clerk-Recorder
Page 1 of 8 Fees: \$ 50.00
Tax: \$ 0.00

DOCUMENTARY TRANSFER TAX \$ TOTAL DUE TERM OF
Lease less than 99 years
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale. the undersigned
Signature of Declarant or Agent determining tax — Firm Name

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE is executed to be effective as of ~~December 31, 1994~~ January 18, 1995 by PHYLLIS M. RODEFFER, AS Co-TRUSTEE of the E.O. Rodeffer and P.M. Rodeffer Revocable Trust, dated April 30, 1990 ("Assignor") and JACK MCCAULEY, a married man, as his sole and separate property, ("Assignee")

1. Assignor is the Lessee under a Ground Lease dated May 16, 1983 between Assignor and City of Huntington Beach. The real property which is the subject of the Ground Lease is located in the County of Orange, State of California, and is described as That portion of Parcel 1, as shown on a Map filed in Book 40, Page 40 of Parcel Maps, being more fully described in the attached Exhibit "B", made a part hereof, consisting of one page.

FOR BALANCE OF TERMS AND CONDITIONS OF THIS ASSIGNMENT REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

ATTEST:
Connie Broadway
City Clerk
"Assignor"
E.O. and P.M. Rodeffer Revocable Trust dated April 30, 1990
By: Phyllis M. Rodeffer
Co-trustee

APPROVED AS TO FORM:
Dale Hunter
City Attorney
"Assignee"
Jack McCauley
Jack McCauley

THE FOREGOING IS ACCEPTED BY THE CITY OF HUNTINGTON BEACH, MASTER LESSOR.

City of Huntington Beach
by: Victor Zepeda
MAYOR
by: Connie Broadway
City Clerk

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Exhibit "A"

Addendum to that certain document dated ^{January} ~~December~~ 18, 1995, by and between Phyllis M. Rodeffer, Trustee of the E.O. and P.M. Rodeffer Revocable Trust dated April 30, 1990, ("Assignor"), and Jack McCauley ("Assignees").

2. For a valuable consideration, Assignor hereby Assigns to Assignees all of their rights, title and interest in and to the Ground Leases and the Real Property described above.

3. Assignees hereby accepts the Assignment and assumes and agrees to be bound by all of the terms of the Ground Lease.

This Assignment is executed to be effective as of the date first written above.

"Assignor"

E.O. and P.M. Rodeffer Revocable
Trust dated April 30, 1990

By: Phyllis M. Rodeffer, co-trustee
Phyllis M. Rodeffer Trustee

"Assignee"

Jack McCauley
Jack McCauley

~~THE FOREGOING IS ACCEPTED BY THE CITY OF HUNTINGTON BEACH, MASTER LESSOR.~~

~~City of Huntington Beach~~

~~By: _____~~

~~By: _____~~

State of California

County of Orange

On Jan. 26, 1995 before me, Winifred M. La Londe

DATE

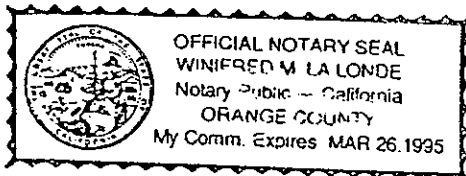
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jack McCauley

NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

E10.43



WITNESS my hand and official seal.

Winifred M. La Londe

SIGNATURE OF NOTARY

WINIFRED M. LA LONDE

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Assignment of Ground Lease

NUMBER OF PAGES 4 DATE OF DOCUMENT January 18, 1995

SIGNER(S) OTHER THAN NAMED ABOVE Hutton, McCauley, Rodeffer

Though the data requested here is not required by law, it would prevent fraudulent reattachment of this form.

STATE OF CALIFORNIA

}ss.

COUNTY OF Orange

}
}

On December 21, 1994 before me, _____

Winifred M. La Londe

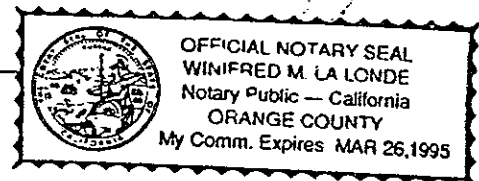
personally appeared Phyllis M. Rodeffer, Co-Trustee

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s) or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Winifred M. La Londe
WINIFRED M. LA LONDE



(This area for official notarial seal)

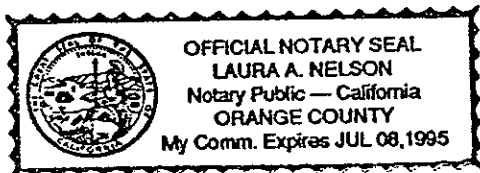
State of California

County of Orange

On January 27, 1995 before me, Laura A. Nelson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victor Leipzig
NAME(S) OF SIGNER(S)

☒ personally known to me - ~~OR~~ ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER

Mayor

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Ground Lease
TITLE OR TYPE OF DOCUMENT

6 (including Notary Public Acknow)
NUMBER OF PAGES

January 18, 1995
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Huntington Beach

Connie Broadway
Gail Hutton, Phyllis M. Roloff, Jack McCandless
SIGNER(S) OTHER THAN NAMED ABOVE

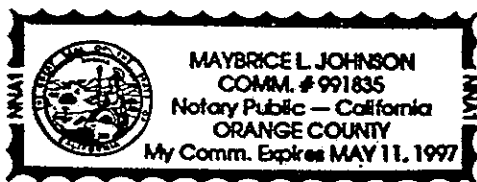
State of California

County of Orange

On January 18, 1995 before me, Maybrice L. Johnson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Connie Brockway, City Clerk
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Maybrice L. Johnson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☒ OTHER: City Clerk

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

City of Huntington Beach

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Ground Lease
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

1/18/95
DATE OF DOCUMENT

Hutton, McCauley Rodger
SIGNER(S) OTHER THAN NAMED ABOVE

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: WINIFRED M LA LONDE

DATE COMMISSION EXPIRES: 3-26-95

COUNTY WHERE BOND IS FILED: ORANGE

COMMISSION NO. N/A

MANUFACTURER/VENDOR NO. N/A

PLACE OF EXECUTION: SANTA ANA, CA

DATE: JANUARY 31, 1995

SIGNED BY:

frpimentel
FIRST AMERICAN TITLE INSURANCE COMPANY

E10 . 48

ATTACHMENT #5

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RECORDING REQUESTED BY

POST AMERICAN TITLE INSURANCE CO.

Order No.
Escrow No.
San No.

WHEN RECORDED MAIL TO:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn: City Clerk

DOC # 95-0087445
03-MAR-1995 10:09 AM

Recorded in Official Records
of Orange County, California
Gary L. Granville, Clerk-Recorder
Page 1 of 6 Fees: \$ 38.00
Tax: \$ 0.00

9433713-KH

DOCUMENTARY TRANSFER TAX \$ NO TAX DUE TERM OF SPACE ABOVE THIS LINE FOR RECORDER'S USE
LEASE LESS THAN 99 years

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

K. Husted
Signature of Declarant or Agent determining tax — Firm Name

MEMORANDUM OF LEASE

FOR VALUABLE CONSIDERATION, the City of Huntington Beach leased to Charles L. Hohl dba Huntington Beach Pay N Play Associates, a General Partnership between Charles L. Hohl and E.O. Rodeffer, (original lessee), and said original lessee did hire from the City of Huntington Beach the real property in the city of Huntington Beach, County of Orange, State of California, and more fully described in Exhibit "A" attached hereto, subject to the terms and conditions of that certain unrecorded Lease Agreement dated May 16, 1983. Said lease still being in full force and effect.

The term of this lease commenced on May 16, 1983, and shall continue until August 1, 2017, with an option to extend for two (2) consecutive ten year (10) terms upon the terms, conditions and covenants therein contained, unless terminated, renewed or extended in the manner provided in the Lease Agreement.

Whereas, the lessor, original lessee's and Huntington Beach Pay N Play Associates on December 31, 1986, executed an assignment of all right, title and interest of the lessees interest in and to the herein referenced lease to Pay N Play Racquetball of America Associates, a California limited partnership, and said assignment was recorded April 24, 1987, as document no. 87-225574, Records of Orange County, California.

Whereas, Pay N Play Racquetball of America Associates, a California limited partnership, on or about September 15, 1989, assigned all their right, title and interest in to the lessee's interest in the aforementioned lease to E.O. Rodeffer and Phyllis M. Rodeffer, husband and wife. Said lease assignment being unrecorded.

Whereas, E.O. Rodeffer and Phyllis M. Rodeffer, on or about April 30, 1990, assigned all their right, title and interest in and to said lease to E.O. Rodeffer, Trustee of the E.O. Rodeffer and P.M. Rodeffer Revocable Trust dated April 30, 1990. Said lease assignment being unrecorded.

This document may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

The parties hereto have executed this Memorandum as of
~~November 29, 1994.~~
JANUARY 18, 1995.

City of Huntington Beach

ATTEST:

by: _____

by: Victor Lejman
MAYOR

Connie Brochu
City Clerk 1-18-95

APPROVED AS TO FORM:

E.O. Rodeffer and Phyllis M. Rodeffer
as Co-Trustees of the E.O. and P.M. Rodeffer
Revocable Trust dated April 30, 1990 as
amended May 25, 1993 and March 3, 1994, who
acquired title as E.O. Rodeffer, Trust of
the E.O. Rodeffer and P.M. Rodeffer Revocable
Trust dated April 30, 1990

Paul Sutton
City Attorney 12-28-94 12-27-94

By: Phyllis M. Rodeffer, Co-trustee
Phyllis M. Rodeffer, Co-Trustee

E10.51

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Orange

On Jan. 26, 1995 before me, Winifred M. La Londe
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Phyllis M. Rodeffer, Co-Trustee
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



OFFICIAL NOTARY SEAL
WINIFRED M. LA LONDE
Notary Public - California
ORANGE COUNTY
My Comm. Expires MAR 26, 1995

Winifred M. La Londe
SIGNATURE OF NOTARY

WINIFRED M. LA LONDE

OPTIONAL SECTION

CERTIFICATE MUST BE ATTACHED TO DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Memorandum of Lease

NUMBER OF PAGES 3 DATE OF DOCUMENT January 18, 1995

SIGNER(S) OTHER THAN NAMED ABOVE Rodeffer, Leipzig, Hutton

If the data requested here is not required by law, I prevent fraudulent reattachment of this form.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Orange

On January 18, 1995 before me, Maybrice L. Johnson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Connie Brockway, City Clerk
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Maybrice L. Johnson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☒ OTHER: City Clerk

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

City of Huntington Beach

DESCRIPTION OF ATTACHED DOCUMENT

Memorandum of Lease
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

1/18/95 1/18/95
DATE OF DOCUMENT

Rodeffer, Leipzig, Hutton
SIGNER(S) OTHER THAN NAMED ABOVE

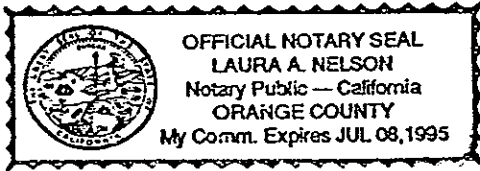
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California
County of Orange

On January 27, 1995 before me, Laura A. Nelson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Victor Leipzig
NAME(S) OF SIGNER(S)

☒ personally known to me - ~~OR~~ - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER
Mayor
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Huntington Beach

DESCRIPTION OF ATTACHED DOCUMENT

Memorandum of Lease
TITLE OR TYPE OF DOCUMENT

3 (including Notary Public Acknow.)
NUMBER OF PAGES

January 18, 1995
DATE OF DOCUMENT

Carol Hutton, Phyllis M. Rodolfo, Jack McLaughlin
SIGNER(S) OTHER THAN NAMED ABOVE
Connie Broadway

**INTENTIONALLY
LEFT
BLANK**